

DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR

1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95814-7243

February 25, 2010

The Honorable Denise Ducheny
Chair, Joint Legislative Budget Committee
State Capitol, Room 5035
Sacramento, California 95814

**Re: Addenda for Service Employees International Union (SEIU, 1,000) Employees
within the Department of Corrections and Rehabilitation (CDCR), Layoffs**

**Affecting Employees Represented by Various SEIU Bargaining Units Employed at
Various Locations within CDCR**

On February 10, 2010, DPA and representatives of the SEIU reached agreement on issues related to the staff reduction plans for the CDCR Divisions of Juvenile Justice (DJJ), Program 800 reductions, and the closure of the Heman G. Startk Youth Correctional Facility.

Specific impacted SEIU units are:

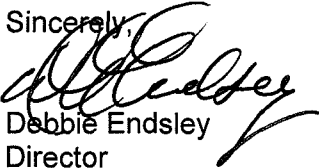
BU 1, Administrative, Financial and Staff Services;
BU 3, Professional Educators and Librarians;
BU 4, Office and Allied;
BU 15, Allied services;
BU 17, Registered Nurses; and
BU 20, Medical and Social Services.

Pending legislative approval as directed by the Joint Legislative Budget Committee, this agreement is effective on February 1, 2010.

This package contains all agreements and summaries of their provisions. There are no costs to CDCR associated with the implementation of these agreements.

If you have any questions, please contact Tom Dyer, Legislative Coordinator, at (916) 327-2348.

Sincerely,


Debbie Endsley
Director

Attachments

| | | |
|------|--|---|
| cc: | Members Joint Legislative Budget Committee | Jody Martin, Principal Consultant Joint Legislative Budget Committee |
| | Michael Prozio, Legislative Affairs Secretary Office of Governor Schwarzenegger | Mack Taylor, Legislative Analyst Office of the Legislative Analyst |
| ecc: | Diego Martin, Consultant Office of the Legislative Analyst | Geoff Long, Chief Consultant Assembly Appropriations Committee |
| | Diana Ducay, Program Budget Manager Department of Finance | Brad Williams, Consultant Assembly Appropriations Committee |
| | Craig Cornett, Chief Fiscal Policy Advisor Office of the Pro Tem | Pamela Schneider, Consultant Senate PE&R Committee |
| | Charles Wright, Chief Consultant Office of the Pro Tem | Karon Green, Chief Consultant Assembly PER&SS Committee |
| | Chris Woods, Budget Director Office of the Speaker | Therese Twomey, Consultant Senate Republican Caucus |
| | Greg Campbell, Chief Consultant Office of the Speaker | Terry Mast, Consultant Assembly Republican Caucus |
| | Seren Taylor, Staff Director Senate Republican Fiscal Office | Alene Shimazu, Chief Fiscal Analysis, DPA |
| | Chantele Denny, Consultant Senate Republican Fiscal Office | Diane Navarro, LRO Labor Relations, DPA |
| | Anthony Archie, Consultant Assembly Republican Fiscal Office | Kristine Rodriguez, LRO Labor Relations, DPA |
| | Peter Schaafsma, Staff Director Assembly Republican Fiscal Office | |
| | Daniel Alvarez, Staff Director Senate Budget Committee | |
| | Bryan Ehlers, Consultant Senate Budget Committee | |
| | Adam Dondro, Staff Director Assembly Budget Committee | |
| | Bob Franzonia, Staff Director Senate Appropriations Committee | |
| | Maureen Ortiz, Consultant Senate Appropriations Committee | |

**DEPARTMENT OF PERSONNEL ADMINISTRATION (DPA)
SUMMARY OF ADDENDA FOR SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU1000)
RIGHT SIZING LAYOFFS WITHIN THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION (CDCR)**

Summary

In August and September 2009, the CDCR initiated three cost-cutting moves that prompted layoffs of affected employees. Those moves were: 1) CDCR's Division of Juvenile Justice (DJJ) initiated a new staffing model (Right Sizing) to better align the make-up of its professional staff with the treatment needs of its population and to reflect DJJ's reduced operational expenses; 2) CDCR cut offender substance abuse programs (Program 800); and 3) CDCR announced it would close the Heman G. Stark Youth Correctional Facility. In response to the position reductions, on February 10, 2010, CDCR, DPA, and SEIU Local 1000 agreed on several items relating to job-transferring and the leave balances of staff affected by DJJ's Right Sizing, Program 800 reductions, and Stark's closure. Mainly, the terms of the agreement provide that affected employees:

- can use furlough time before separating from CDCR and the Department will make reasonable efforts to honor an employee's pre-approved leave;
- shall retain their accrued educational leave balance if they transfer into to a position that enables them use the leave. If they transfer to an ineligible position, the educational leave will convert to service credit upon retirement according to Government Code section 20963.1;
- may obtain release time to seek another State civil service job and seek placement counsel from a Local 1000 representative;
- can use leave credits to prevent a pay dock and retain planned vacation if they are a teacher and transition from a juvenile to an adult institution (or vice versa);
- can seek a salary advance (not to exceed \$1,500) and permission to use administrative time off (or other leave) for purposes of relocating to another CDCR institution;
- receive orientation / job training associated with a job transfer;
- will not serve a new probationary period and will maintain their salary adjustment anniversary dates if they transfer into a new position in the same classification at CDCR;
- who currently have a bilingual pay differential will get priority consideration when CDCR fills a position with a bilingual differential;
- receive a Recruitment and Retention differential if they transfer to a differential-covered institution and lose the pay differential if they transfer from a covered institution [Program 800 layoffs only];
- will have a hiring preference to return to Stark should the facility re-open and the employee remain in State employment [Stark layoffs only].


Fiscal Impact

These agreements have no costs to CDCR.

SEIU Local 1000
Adult Program 800
Layoff Negotiations

The agreement represents the full and complete understanding of the parties at the conclusion of impact negotiations completed on February 10, 2010 relating to the Program 800 Department of Corrections and Rehabilitation layoffs.

1. All impacted employees shall be able to utilize their outstanding furlough time before separation.
2. Educational Leave:
 - a. Unit 3 members who transfer into any state classification in lieu of layoff shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position (eligible position is defined as a position that has accrued or currently accrues educational leave). Employees who do not return to an eligible position shall have their educational leave converted to service credit upon retirement as provided in Government Code 20963.1.
 - b. Employees who have been laid-off but are re-hired [via their respective reemployment list(s)] shall have their former educational leave balances restored, and shall have their educational leave converted to service credit upon retirement as provided in Gov. Code 20963.1.
3. Transition from DAI to DJJ Academic Calendars:
 - a. If a CDCR-DAI teacher transfers to a DJJ position and this results in the employee working less than 220 days for this academic year, the employee will be allowed to use accumulated leaves (excluding sick leave) to prevent a pay dock for the difference in days worked.
 - b. No employee shall be allowed to exceed the 220 days under this agreement. However, if a CDCR-DAI teacher transfers to a DJJ position and this results in the employee working more than 220 days in the academic year, the employee shall receive pay for these additional days at their normal daily rate. The additional pay will not be used for retirement calculations.
 - c. If a CDCR-DAI teacher transfers to a DJJ position and has a planned, verifiable vacation that was scheduled during Faculty Days Off (FDO) of the employee's DAI Academic Calendar, this shall be considered an exceptional circumstance and the employee will be allowed to use accumulated leaves (excluding sick leave) or dock to cover the absence.
4. Transition from DJJ to DAI Academic Calendars:
 - a. If a CDCR-DJJ teacher transfers to a DAI position and this results in the employee working less than 220 days for this academic year, the employee will be allowed to use accumulated leaves (excluding sick leave) to prevent a pay dock for the difference in days worked.
 - b. No employee shall be allowed to exceed the 220 days under this agreement. However, if a CDCR-DJJ teacher transfers to a DAI position and this results in the employee working more than 220 days in the academic year, the employee shall receive pay for these additional days at their normal daily rate. The additional pay will not be used for retirement calculations.
 - c. If a CDCR-DJJ teacher transfers to a DAI position and has a planned, verifiable vacation that was scheduled during Faculty Days Off (FDO) of the employee's DJJ Academic Calendar, this shall be considered an exceptional circumstance and the employee will be allowed to use accumulated leaves (excluding sick leave) or dock to cover the absence.
5. The State agrees that CDCR employees who relocate their residence and voluntarily transfer to another CDCR Facility shall be allowed the ability to request a salary advance pursuant to the State's policy and procedures. The amount of the Salary advance shall not exceed \$1,500. Employees who receive a salary advance shall repay the advance in full no later than the following pay period in which it was received. Such requests shall be made at least two weeks prior to transfer.


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6. Any impacted employee transferring to another facility or worksite shall be provided orientation and any required on the job training in their new position including but not limited to New Employee Orientation and in-service training.
7. SEIU Local 1000 represented employees employed by CDCR-DAI, shall receive reasonable state release time to attend state sponsored job interviews, job fairs, conduct research, and apply for open positions in other State agencies. Such requests shall not be unreasonably denied and any denials must be based on identified operational needs. Where there is state equipment available for research, the employee will be allowed to use state equipment to conduct research.
8. Upon the request of an impacted employee, an SEIU Local 1000 representative shall be provided during discussion of his/her placement options.
9. For placement purpose of the Adult Program 800 layoffs, the Department will merge the seniority scores for the classifications of Teacher High School General Education CF (2290) and Teacher Elementary Multiple Subject CF (2287) within each area of layoff.
 - a. Employees shall be offered positions in the adult facilities based on this merging.
 - b. Placement into the Division of Juvenile Justice shall be made utilizing the specific classifications and are excluded from the above provision.
10. Management shall make reasonable efforts to honor any pre-approved leaves including but not limited to vacation, education leave, sick leave, and 9/12, 10/12, and 11/12 plans.
11. Recruitment and Retention – Avenal, Ironwood, Calipatria, Chuckwalla Valley and Centinela State Prison

The following shall apply to any impacted employee covered by the above Recruitment and Retention (R&R) differential who transfers via the layoff process:

- a. If the employee transfers to a new classification or position in an institution covered by the above R&R differential, the employee shall continue to qualify for the R&R without interruption and without a change in the eligibility date.
 - b. If the employee transfers to a new classification or position in an institution not covered by the R&R differential, he/she shall be eligible for a prorated share for those months served.
12. For informational purposes only, impacted employees affected by the layoff and who transfer into a new position in the same classification at CDCR, shall not be required to serve a new probationary period in their new position. Anniversary, merit salary adjustments and/or special in-grade salary adjustment dates shall remain unchanged. If the employee is still on probation they shall complete their probationary period in the new position.
13. CDCR shall allow 1 day of administrative time off for placements in which the employee changes their residence over 100 miles from previous work location and move within 6 months of their report date. CDCR shall allow an additional 1 day of administrative time off for placements in which, the employee changes their residence over 200 miles from previous work location and move within 6 months of their report date. Impacted employees may utilize accrued vacation, annual leave, holiday, or CTO and/or unpaid leave (approved dock) in conjunction with ATO subject to supervisory approval. Release of these individuals shall not result in additional overtime to the Department.
14. Any Unit 3 represented employee who transfers, in lieu of layoff into a different bargaining unit shall have their Personal Necessity Leave converted to Vacation/Annual Leave. For purposes of this provision each personal necessity day shall be equivalent to 8 hours of Vacation/Annual Leave.

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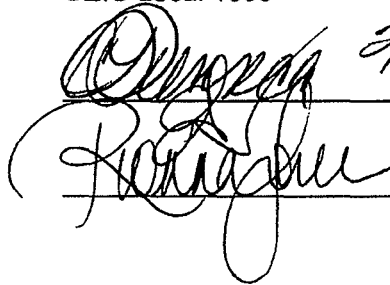
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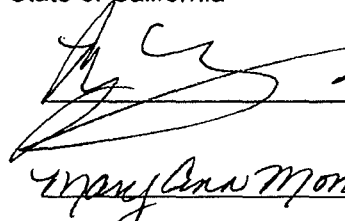
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15. Any Unit 4 employee, who currently receives Inmate Worker Supervision Pay (IWSP), will be given priority consideration to a vacant position that qualifies to receive IWSP. Management retains ultimate responsibility over facility assignments.
16. Employees, who currently receive a bilingual differential, will be given priority consideration to a vacant position that receives the bilingual differential. Management retains ultimate responsibility over facility assignments.
17. If CDCR obtains funding and decides to offer relocation expenses to employees impacted by the layoffs and who voluntarily transfer to an Institution/Facility outside the area of layoff, the Union may request, to DPA, to re-open this agreement and meet and confer over this issue. Nothing in this provision obligates CDCR to seek funding for relocation expenses. This provision expires June 30, 2010.
18. Once all the impacted employees have made their selections and those options have been implemented, SEIU Local 1000 shall be granted an additional meeting, with DPA and CDCR, to discuss discrepancies or any issues not considered during these negotiations.
19. All Reentry Program Instructors will be placed on the reemployment list based on their prior vocational classification held on a permanent basis.

SEIU Local 1000

The State of California

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M. Badt 2/10/10
Bromberg 2/10/10

SEIU Local 1000
Heman G. Stark Youth Correctional Facility Closure
Layoff Negotiations

The agreement represents the full and complete understanding of the parties at the conclusion of impact negotiations completed on February 10, 2010 relating to the Stark Facility Closure, Department of Corrections and Rehabilitation layoffs.

1. All impacted employees shall be able to utilize their outstanding furlough time before separation.

2. Educational Leave:

- a. Unit 3 members who transfer into any state classification in lieu of layoff shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position (eligible position is defined as a position that has accrued or currently accrues educational leave). Employees who do not return to an eligible position shall have their educational leave converted to service credit upon retirement as provided in Government Code 20963.1.
- b. Employees who have been laid-off but are re-hired [via their respective reemployment list(s)] shall have their former educational leave balances restored, and shall have their educational leave converted to service credit upon retirement as provided in Gov. Code 20963.1.

3. Transition from DAI to DJJ Academic Calendars:

- a. If a CDCR-DAI teacher transfers to a DJJ position and this results in the employee working less than 220 days for this academic year, the employee will be allowed to use accumulated leaves (excluding sick leave) to prevent a pay dock for the difference in days worked.
- b. No employee shall be allowed to exceed the 220 days under this agreement. However, if a CDCR-DAI teacher transfers to a DJJ position and this results in the employee working more than 220 days in the academic year, the employee shall receive pay for these additional days at their normal daily rate. The additional pay will not be used for retirement calculations.
- c. If a CDCR-DAI teacher transfers to a DJJ position and has a planned, verifiable vacation that was scheduled during Faculty Days Off (FDO) of the employee's DAI Academic Calendar, this shall be considered an exceptional circumstance and the employee will be allowed to use accumulated leaves (excluding sick leave) or dock to cover the absence.

4. Transition from DJJ to DAI Academic Calendars:

- a. If a CDCR-DJJ teacher transfers to a DAI position and this results in the employee working less than 220 days for this academic year, the employee will be allowed to use accumulated leaves (excluding sick leave) to prevent a pay dock for the difference in days worked.
- b. No employee shall be allowed to exceed the 220 days under this agreement. However, if a CDCR-DJJ teacher transfers to a DAI position and this results in the employee working more than 220 days in the academic year, the employee shall receive pay for these additional days at their normal daily rate. The additional pay will not be used for retirement calculations.
- c. If a CDCR-DJJ teacher transfers to a DAI position and has a planned, verifiable vacation that was scheduled during Faculty Days Off (FDO) of the employee's DJJ Academic Calendar, this shall be considered an exceptional circumstance and the employee will be allowed to use accumulated leaves (excluding sick leave) or dock to cover the absence.

5. The State agrees that CDCR employees who relocate their residence and voluntarily transfer to another CDCR Facility shall be allowed the ability to request a salary advance pursuant to the State's policy and procedures. The amount of the Salary advance shall not exceed \$1,500. Employees who receive a salary advance shall repay the advance in full no later than the following pay period in which it was received. Such requests shall be made at least two weeks prior to transfer.

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6. Any impacted employee transferring to another facility or worksite shall be provided orientation and any required on the job training in their new position including but not limited to New Employee Orientation and in-service training.
7. SEIU Local 1000 represented employees employed by CDCR-DJJ, shall receive reasonable state release time to attend state sponsored job interviews, job fairs, conduct research, and apply for open positions in other State agencies. Such requests shall not be unreasonably denied and any denials must be based on identified operational needs. Where there is state equipment available for research, the employee will be allowed to use state equipment to conduct research.
8. Upon the request of an impacted employee, an SEIU Local 1000 representative shall be provided during discussion of his/her placement options.
9. Management shall make reasonable efforts to honor any pre-approved leaves including but not limited to vacation, education leave, sick leave, and 9/12, 10/12, and 11/12 plans.
10. For informational purposes only, impacted employees affected by the layoff and who transfer into a new position in the same classification at CDCR, shall not be required to serve a new probationary period in their new position. Anniversary, merit salary adjustments and/or special in-grade salary adjustment dates shall remain unchanged. If the employee is still on probation they shall complete their probationary period in the new position.
11. CDCR shall allow 1 day of administrative time off for placements in which the employee changes their residence over 100 miles from previous work location and move within 6 months of their report date. CDCR shall allow an additional 1 day of administrative time off for placements in which, the employee changes their residence over 200 miles from previous work location and move within 6 months of their report date. Impacted employees may utilize accrued vacation, annual leave, holiday, or CTO and/or unpaid leave (approved dock) in conjunction with ATO subject to supervisory approval. Release of these individuals shall not result in additional overtime to the Department.
12. Any Unit 3 represented employee who transfers, in lieu of layoff into a different bargaining unit shall have their Personal Necessity Leave converted to Vacation/Annual Leave. For purposes of this provision each personal necessity day shall be equivalent to 8 hours of Vacation/Annual Leave.
13. Any employee, who currently receives Inmate Worker Supervision Pay (IWSP), will be given priority consideration to a vacant position that qualifies to receive IWSP. Management retains ultimate responsibility over facility assignments.
14. Employees, who currently receive a bilingual differential, will be given priority consideration to a vacant position that receives the bilingual differential. Management retains ultimate responsibility over facility assignments.
15. If CDCR obtains funding and decides to offer relocation expenses to employees impacted by the closures and who voluntarily transfer to an Institution/Facility outside the area of layoff, the Union may request to DPA, to re-open this agreement and meet and confer over this issue. Nothing in this provision obligates CDCR to seek funding for relocation expenses. This provision expires June 30, 2010.
16. Once all the impacted employees have made their selections and those options have been implemented, SEIU Local 1000 shall be granted an additional meeting, with DPA and CDCR, to discuss discrepancies or any issues not considered during these negotiations.
17. Through February 24, 2011, if Heman G. Stark, Youth Correctional Facility is re-opened by the CDCR and utilizes the same classifications of employees transferred or laid off from Stark, employees in those

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classifications who moved from Stark and remain in State employment, may retain a one time first right of refusal to Stark.

Through February 24, 2011, SEIU employees at CIM and CIW who are impacted by the closure of Heman G. Stark, Youth Correctional Facility shall have first, one time right of return or refusal of positions at their respective facilities.

Selection shall be based on seniority.

SEIU Local 1000

The State of California

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SEIU Local 1000
DJJ Right Sizing
Layoff Negotiations

The agreement represents the full and complete understanding of the parties at the conclusion of impact negotiations completed on February 10, 2010 relating to the DJJ Right Sizing, Department of Corrections and Rehabilitation layoffs.

1. All impacted employees shall be able to utilize their outstanding furlough time before separation.
2. Educational Leave:
 - a. Unit 3 members who transfer into any state classification in lieu of layoff shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position (eligible position is defined as a position that has accrued or currently accrues educational leave). Employees who do not return to an eligible position shall have their educational leave converted to service credit upon retirement as provided in Government Code 20963.1.
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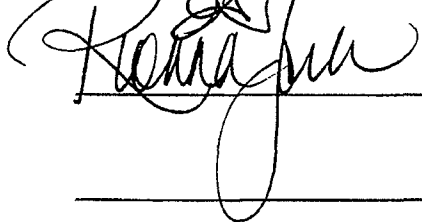
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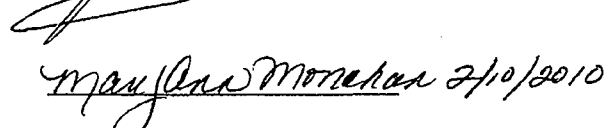
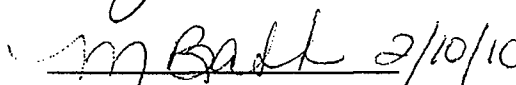

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SEIU Local 1000

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The State of California

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